

BDSM Software – Software End User Agreement

Last Updated: February 5, 2025

Software End User Agreement

Please read this Software End User Agreement (“**Agreement**”) carefully. By signing this Agreement (or a Dealer Subscription Purchase Agreement as defined below), clicking “accept” (or a similar term) to this Agreement, or by accessing or using the Software (as defined below), you consent to be bound by this Agreement.

This Agreement is between the entity designated in connection with the purchase or renewal of a Subscription (as defined below) (or if an entity is not designated, then the entity that you represent) (collectively, “**Customer**” and “**you**”), and Electric Power Conversions Australia Pty Ltd, (“**EPCA**”). This Agreement concerns your access to or use of any software and any related mobile applications, software downloads, support services, implementation services, and APIs, together with all content and data to the extent made available through any of the foregoing (collectively, “**Software**”), as such Software is licensed to Customer pursuant to the Subscription Purchase Agreement (as set forth below) or as may be made available by EPCA to Customer during the Term.

By signing this Agreement or a Subscription Purchase Agreement with EPCA or a Dealer, by clicking “accept” to this Agreement, or by accessing or using the Software in any capacity, (1) you affirm that you are of legal age and have the legal capacity to enter into this Agreement, and (2) you consent to be bound by this Agreement effective as of the earliest date you take any such actions (“**Effective Date**”). If you are entering into this Agreement on behalf of an entity, such as the company you work for, you represent to EPCA that you have the legal authority to bind that entity.

This Agreement contains mandatory arbitration of disputes provisions in Section 13.8 that require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

1 Software.

1.1 Limited License to Use. This Agreement sets forth the terms and conditions between you and EPCA with respect to your access to and use of the Software and the provision of Software to you pursuant to Subscriptions (as defined below) purchased or otherwise acquired either directly from EPCA or from a dealer authorised to resell Subscriptions (“**Dealer**”). Subject to the terms and conditions of this Agreement, including receipt of all data and information from you that are reasonably required for EPCA to provide the Software, EPCA grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable and non-assignable license to have Authorised Users (as defined below) access and use the Software solely in machine-readable object code form and either for the sole purpose of the internal business of the Site(s) (as defined below), the maintenance, service and operation of the Registered Assets (as defined below) or solely on the hardware on which the Software is embedded at the time of delivery to you (“**Hardware**”) in order to use such Hardware for its intended purpose, subject to the use limitations set forth in this Agreement and in the Subscription Purchase Agreement (as set forth below). Without limiting the foregoing, all Software must be used in strict conformance with EPCA’s published user documentation for the Software located in or accompanying the Software (or at such other location as designated by EPCA from time to time) (“**Software Documentation**”). In no event may Software be used for the benefit of or on behalf of third parties. This license will be subject to Subscriptions

purchased directly from EPCA or a Dealer which shall establish applicable terms for the Subscription (“**Subscription Purchase Agreement**”). If you are a Dealer, the Subscription Purchase Agreement must be with EPCA.

1.2 All Rights Reserved. Except as expressly provided in this Agreement, EPCA and its licensors reserve all rights in and to the Software and Software Documentation. All Software is licensed not sold.

1.3 Conflict. In the event of a conflict between the provisions of this Agreement and any separate Subscription Purchase Agreement between Customer and your Dealer, the provisions of this Agreement will control.

1.4 Updates; Availability of Features and Functions; Extra Services. EPCA may, at any time, modify, upgrade or otherwise release Updates for the Software, or any portion of its features and functions or otherwise change the features and functions, included in any particular Subscription level. Unless otherwise expressly and separately agreed by EPCA, any Updates will be subject to the terms of this Agreement and automatically become part of the Software licensed to you under the terms of this Agreement. Certain features and functions of the Software may be made available based on the specific configuration of Registered Assets or Hardware or only for certain Subscription levels and, therefore, may not be made available to you as part of your Subscription level. You may be required to pay additional fees to access or use Optional Featured. In addition, extra services for Hardware or Registered Assets or other professional services from EPCA or your Dealer are expressly not provided under this Agreement and must be the subject of a separate agreement. Services excluded from this Agreement expressly includes telematics connectivity, fluid sampling, inspections, additional support, implementation, installation, and all similar services, which are expressly not provided under this Agreement. You will need to enter into separate agreements with EPCA, your Dealer, or third parties to receive such services, even if and to the extent such additional services are developed using information and data collected or derived from your use of the Software.

1.5 Authorised Users. You agree that you are solely responsible for all access to and use of the Software by Authorised Users. You will ensure that all Authorised Users access and use the Software only in accordance with this Agreement. Without limiting the foregoing, you must enter a written agreement with consultants and contractors that you (or your Affiliates) establish as Authorised Users under which such consultants and contractors will agree to abide by the obligations applicable to them under this Agreement. You agree to be jointly and severally liable for all actions of Authorised Users related to their access to or use of the Software. Authorised Users will have no rights of recourse against EPCA and are not third-party beneficiaries hereunder. The customer is responsible for ensuring all Authorised Users have received any training that may be required by EPCA and any other training sufficient for Authorised Users to use the Software in accordance with this Agreement, including the Software Documentation and the Acceptable Use Policy. For purposes of this Agreement:

“**Affiliate**” means any legal entity that controls, is controlled by or is under common control with a party hereto (but only for so long as such control exists), where “control” means ownership of more than fifty percent (50%) of the equity or other interests entitled to vote in the election of directors or corresponding managing authority of the Affiliate; provided that if the percentage of control permitted under applicable Laws is below the foregoing percentage, then such percentage will apply.

“**Authorised Users**” means your employees or the employees of your Affiliates, in each case who you authorise to access and use the Software, together with those of your and your Affiliates’ contractors and consultants performing services on your or your Affiliates’ behalf (respectively) that have an express need to access or use the Software as necessary to provide such services. Authorised Users may not use the Software for their own internal purposes for any reason without express written permission and a license from EPCA.

1.6 Acceptable Use. You will, and will cause all Authorised Users to adhere to all applicable Laws. You will, and will cause all Authorised Users to use the Software strictly in accordance with (a) the “**Acceptable Use Policy**” located in or accompanying the Software (or at such other location as designated by EPCA from time to time), (b) the Software Documentation, (c) this Agreement and (d) the Subscription Purchase Agreement. Software may only be installed on hardware or equipment that meets or exceeds the requirements set forth in the Software Documentation.

1.7 Accounts. To access and use the Software, each Authorised User must follow EPCA’s log-in instructions (which may change from time to time), which may require you and/or each Authorised User to set up an account. In such instances, EPCA may provide each Authorised User as you request with a username (for example, a Corporate Web Security (CWS) ID) and require that each Authorised User create a password to access and use the Software. In the event an Authorised User is a third-party contractor or consultant, EPCA may require a copy of the written agreement with such contractor or consultant as required above prior to issuing any usernames. Authorised Users may also be required to provide EPCA or your Dealer with certain registration information as requested by EPCA and, in such event must keep such information up to date with EPCA. If you are purchasing a Subscription from your Dealer pursuant to a Subscription Purchase Agreement, it may be necessary to work with your Dealer to establish accounts for your Authorised Users to access and use the Software. Should EPCA or your Dealer have reasonable grounds to suspect that any information provided by an Authorised User is fraudulent, inaccurate or incomplete, EPCA has the right to suspend or terminate your (including all Authorised Users’) right to access and use the Software immediately without notice either directly or through your Dealer. In either instance, you expressly grant EPCA or your Dealer the express right to enter your site at reasonable times and on reasonable notice to access your Registered Assets or Hardware for the express purpose of suspending or terminating your Software access. You are responsible for maintaining the confidentiality of all authentication credentials associated with your or Authorised Users’ access to and use of the Software. You must promptly notify EPCA if you discover any possible misuse, loss or disclosure of your or Authorised Users’ accounts or authentication credentials or any security incident related to the Software.

1.8 Use Limitations.

(a) **Registered Assets.** The hardware, devices, machines or equipment (and if applicable, their telematics systems) owned, leased or otherwise controlled by you may be enrolled in your name under a Subscription (such registered hardware, devices, machines or equipment, and if applicable, their telematics systems, “**Registered Assets**”) in accordance with the policies and procedures made available by EPCA during the Term and the terms of this Agreement and the Subscription Purchase Agreement. EPCA may reject the enrollment of any Registered Asset if EPCA has reason to believe that: (a) you do not have adequate rights to enrol the Registered Asset in the Software; or (b) the Software does not support such Registered Asset. The Software may include functionality that allows you (including Authorised Users) to control the Registered Assets, including to remotely activate certain aspects of the Registered Assets. You understand that the operation of any Registered Assets must be undertaken with due care in accordance with industry safety protocols, whether or not operated via the Software. EPCA and its Affiliates and each of their licensors, service providers, suppliers, subcontractors and distributors (collectively, “**EPCA Parties**”) are not responsible for any use of Registered Assets via the Software or otherwise or your election (or that of your Authorised Users or other third parties) to use features of the Software to control Registered Assets. Any access to or use of Registered Assets is solely at your own risk. The Software does not prevent performance or maintenance issues with respect to the Registered Assets. Accordingly, you remain exclusively responsible for the operation and maintenance of the Registered Assets and the Hardware (including any DSS Hardware as defined below), machines or equipment associated with the Registered Assets. The Software does not provide insurance for the machines or equipment associated with the Registered Assets, is not an insurance product and does not replace either regular maintenance or effective operating practices and procedures designed and implemented to ensure the safe operation of the machines or equipment associated with the Registered Assets.

(b) **Hardware.** Certain Software may come pre-installed or embedded on Hardware sold to you by EPCA or your Dealer. Such Software may not be removed or uninstalled from such individual Hardware units and may not be used or installed on any equipment or hardware other than the Hardware.

(c) **License Limitations.** Software may only be used or installed for the number of users, seats, or Registered Assets as set forth in the Subscription Purchase Agreement and at the Customer location(s) set forth in the Subscription Purchase Agreement (“**Site(s)**”) for which the Software is licensed. The Software may only be used at such specific Site(s) and may not be removed from such Site(s) or used for the benefit of any other site(s) without prior written consent from EPCA. Contract miners (or similar) that do not own sites will be permitted to change Sites for the Software and Registered Assets by notifying EPCA and their Dealer. Under no circumstances may Software licensed for one Site be used simultaneously at any other site. For the purposes of clarity, the use of the Software on multiple sites requires the purchase of multiple Site licenses.

(d) **Ownership of Registered Assets and Hardware.** In the event you sell any Registered Asset(s) or Hardware, you must affirmatively notify EPCA and/or your Dealer to notify of the change of ownership. Software licenses are not transferable such that the new owner must enter into a new Software End User Agreement with EPCA in order to use the Software.

(e) **Third Party Machines or Equipment.** All Software is designed for use, operation, maintenance, management, and service of the devices, machines, equipment, and other hardware for which such Software has been validated by EPCA. If any modifications or changes are made to machines, equipment or hardware for which Software has been validated, or any operating system for the same, you must promptly notify EPCA to coordinate the implementation of any such changes prior to implementing the same. Any use of Software on any machines, equipment or hardware that has not been validated or has been modified in any way since validation is prohibited. EPCA makes no representation that the Software will function in connection with any such devices, machines, equipment or hardware and is not responsible for any damages or liability arising from your use of the Software in such a manner. Software use on any devices, machines, hardware or equipment, or any versions of the same, on which the Software has not been validated requires EPCA's prior express written approval.

(f) **Hardware Obsolescence.** Certain Software and Software Updates may only be available for use on certain Hardware or other hardware. As various hardware components phase into obsolescence, implementation of Updates may require updated hardware to maintain functionality.

1.9 Delivery. All Software will be delivered to you directly by your Dealer unless otherwise agreed in writing by EPCA. You will be required to coordinate delivery of the Software with your Dealer.

1.10 Software Support. All Subscriptions for Software include basic support provided by EPCA. EPCA will provide basic Software support, provided you are current with all Subscription fees paid to EPCA or your Dealer, as applicable. Additional support services may be available from your Dealer pursuant to a separate agreement between you and your Dealer. EPCA may engage third party contractors and subcontractors to assist in the provision of any services required under this Agreement.

1.11 Virtual Reality Safety. Certain Software may be embedded in and delivered with virtual reality Hardware. In such instances, the following additional terms apply to your use of the Software.

(a) Read and follow all setup and operating instructions and safety warnings provided with the Software and the Software Documentation and accompanying Hardware you are using in connection with the Software. Virtual reality components produce an immersive virtual reality

experience, and users may have reactions to that experience, including motion sickness, nausea, eye strain, disorientation, vertigo, seizures, general discomfort, headaches, anxiety, or other physical, mental or health-related injuries. These reactions may be triggered when using the Software with the Hardware for a brief or sustained period of time. Immediately stop using the Software with the Hardware if you experience any of these symptoms. Do not drive or operate machinery until you have recovered from any symptoms you experienced. See a doctor before using the Software with the Hardware if you have a history of experiencing these symptoms or if you are prone to seizures. Anyone using the Software with the Hardware should take frequent breaks while doing so. Remain seated whenever possible when using the Software with the Hardware and take special care to be aware of your surroundings to ensure you do not injure yourself or other people around you while you are viewing or immediately after using the Software.

(b) To the fullest extent permitted by law, you hereby, for yourself, and on behalf of your Authorised Users and their heirs, executors, administrators, assigns and personal representatives, release and forever discharge EPCA and its Affiliates, and their respective directors, officers, employees, agents, licensors, service providers, suppliers, subcontractors, distributors, licensors, and dealers and their successors and assigns from and against any and all losses, damages, injuries (including death) or other liability financial or otherwise that may arise from use of the Software with the Hardware or any failure to take reasonable precautions.

(c) You are solely responsible for providing the above health and safety disclaimers to all Authorised Users and obtaining waivers releasing EPCA and its related parties as set forth above.

1.12 Beta License. In the event any Best Test Schedule contemplates the provision to or use by Customer of either (1) Software, which may be a new product, a version release of an existing Software product, or any component thereof, such as a limited feature or function, that is still in development, testing, or evaluation stage or has not otherwise been generally released by EPCA for production use or distribution to all Customers ("**Beta Software**") or (2) Hardware, which may be a new product, a version release of an existing Hardware product, or any component thereof, such as a limited feature or function, that is still in development, testing, or evaluation stage or has not otherwise been generally released by EPCA for production use or distribution to all Customers ("**Beta Hardware**"), whether as part of a field follow arrangement or otherwise, in addition to the remainder of the terms of this Agreement, the following provisions apply to all provisions and use of such Beta Software and/or Beta Hardware. Beta Software and Beta Hardware are each individually and collectively "**Beta Product(s)**." In the event of a conflict with the terms of this subsection and any other term or provision of this Agreement, the terms of this subsection control with respect to any Beta Product.

(a) Beta Products and licenses to Beta Products (in the case of Beta Software) are not sold to Customer. Title to each Beta Product does not transfer to Customer and Customer agrees not to claim any rights in the Beta Product or to sell, assign, mortgage or otherwise encumber any Beta Product. Notwithstanding the foregoing, use of Beta Products may require installation services which are not covered by this Agreement as set forth in Section 1.4 above. Given that Beta Products are still in testing phases, Customer understands and agrees that any access it is provided to Beta Products is for testing purposes only at the Site identified in Beta Test Schedule in order to provide Feedback (as defined below) on the Beta Products and identification of System Defects. The customer must run and operate each Beta Product in full compliance with the accompanying Documentation.

(b) EPCA is unable to ensure the safety and security of any Registered Asset, Software, Hardware, or other asset utilising or integrating with a Beta Product in any capacity, including without limitation any Authorised Device as defined below. Customers are solely responsible for taking additional measures to safeguard and back up the safety and security of the Site and Software Information. Customers are cautioned not to rely in any way on the correct functioning or performance of the Beta Product. Any installation, download, or use of the Beta Product is done at Customer's own risk and Customer is solely responsible for any damage to any Registered

Asset, Authorised Device and any other asset, hardware, software, network, system, or infrastructure resulting from any Beta Product and any cost to repair the same.

(c) Beta Software is not made available pursuant to the license set forth in Section 1.1 of this Agreement. If and to the extent any Beta Test Schedule identifies or contemplates the provision of any Beta Product, or Customer otherwise is provided with any Beta Product, EPCA grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use any Beta Hardware as provided by EPCA and any Beta Software as provided by EPCA in machine readable, object code form in accordance with any Documentation provided by EPCA for such Beta Product solely for the period set forth on the applicable Beta Test Schedule ("**Beta Test Period**") for the purposes of internal testing and evaluation of the Beta Product at the Site set forth in the applicable Beta Test Schedule using the applicable EPCA Registered Assets designated by EPCA in its sole discretion to participate in the testing ("**Authorised Device**"). Beta Products remain owned by EPCA and may only be used or installed on the Authorised Device, which may not be removed from the applicable Site.

(d) EPCA is under no obligation to generally release any Beta Product. EPCA may not continue to develop, productise, support, repair, offer for sale or in any way continue to provide or develop any Beta Product and makes no assurances that any Incidents or any other errors or defects, including any System Defects, are or will be corrected or correctable.

(e) Furthermore, in the event Customer installs or has installed any Beta Products, Customer understands and agrees that service levels for existing Software or Hardware may be negatively impacted. As a result, EPCA is not responsible or liable for any deviations from service level obligations resulting from any Beta Product or installation or use of any Beta Product.

(f) It is up to the Customer to take adequate precautions against possible unintended consequences resulting from the Beta Product, including, without limitation, Incidents and downtime. The customer may not modify or repair any Beta Product or permit a third party to do the same without EPCA's prior approval.

(g) To the extent permitted by the Authorised Device, Customer hereby authorises EPCA, either remotely or onsite, to (a) access and program the Beta Products and any Authorised Device in order to install the Beta Products and any Updates and Upgrades to the same, (b) monitor the ongoing performance of any Beta Product, and (c) access and use all electronic data and information generated by any Beta Product. EPCA cannot guarantee that user preferences and configuration settings that have been established by Customer will be preserved following an Update or Upgrade to any Beta Product or Authorised Devices. Except to the extent prohibited by applicable Laws, EPCA may perform such activities without notifying Customer. Customer is solely responsible for its own costs and expenses in running and operating Beta Products, including the cost of any consumables, and will use commercially reasonable efforts to use and test the Beta Product safely. Customer will provide EPCA at no charge with a history log related to all activity for each Beta Product, a general evaluation of the Beta Product's performance, operator comments and observations related to the Beta Product and any other information or data reasonably requested by EPCA. Customer is liable for any loss of, or damage to, any Beta Product while in the possession, custody, or control of Customer and must secure each Beta Product and data resulting from the same in a reasonable manner, but in no case using less care than Customer uses to secure its own materials of like value.

(h) Beta Products may require additional requirements beyond those set forth in the then-current software documentation.

(i) Beta Products and all Feedback regarding the same, including without limitation information on any System Defects are expressly Confidential Information of EPCA. Feedback from Customer may result in Software Background IP or Derivatives of the same to be owned by

EPCA. Beta Products and use of the same may result in Software Information and/or Submitted Software Data as set forth below.

(j) The provisions of Section 10.1 below do not apply to Beta Products in any capacity. All Beta Products are provided “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS” and EPCA disclaims all express and implied warranties of any kind, including without limitation those set forth in Section 10 below and all implied warranties of merchantability, suitability, usability, title, non-infringement, and fitness for a particular purpose. In no event will EPCA be liable to Customer or any third party for any loss of use, interruption of business, loss of revenue, loss of data, or any direct, consequential, indirect, special, incidental, exemplary or punitive damages regardless of the form of action whether in contract, tort (including negligence or strict liability), or otherwise, whether arising out of the use or inability to use Beta Products, even if EPCA has been advised of the possibility of such damages or such damages are otherwise foreseeable.

(k) The Beta Test Period will commence upon EPCA’s delivery of the Beta Product to Customer. Unless otherwise set forth in the applicable Beta Test Schedule or as set forth below, the Beta Test Period will terminate upon the earlier of either (i) the commercial release by EPCA of a generally available version of the Beta Product or (ii) the number of days as stated on Beta Test Schedule after delivery of the Beta Product to Customer or (iii) target hours have been reached in accordance to the Beta Test. Upon any suspension or termination of the Beta Test Period, Customer’s ability to use the Beta Product immediately terminates and Customer must immediately cease using and return to EPCA (or at EPCA’s request destroy) the Beta Product and any accompanying Documentation in substantially the same condition it was provided to Customer, reasonable wear and tear excepted. EPCA may enter any Site to retrieve, service, or access any Beta Product upon notice to Customer.

Upon termination or expiration of the Beta Test Period, the Dealer will execute a Subscription Purchase Agreement with the Customer prior to the Customer using the Software after the Beta Test is completed, or revert Customer to any Software or Hardware previously in use before any Beta Test.

2 Subscriptions. A subscription must have been purchased to enrol a Registered Asset in the Software, download the Software, receive the Software, or otherwise access and use the Software. For purposes of this Agreement, “**Subscription**” means a term-based right to access and use the Software. Unless expressly provided otherwise in a Subscription Purchase Agreement, each Subscription is for a term of one (1) year, which automatically renews for successive one (1) year terms thereafter unless either party notifies the other of its intention not to renew the applicable Subscription at least thirty (30) days before the end of a Subscription then current term. The type, duration and other details regarding the Subscription are set forth in the Subscription Purchase Agreement. You may be required to accept a new agreement, a supplemental agreement or an amendment to this Agreement in order to renew.

2.1 Dealer Sold Subscriptions. If you are purchasing your Subscription through your Dealer, all orders must be placed through your Dealer and the price of the Subscription and all terms and conditions for invoicing and payment with respect to such Subscription will be established by your Dealer, except to the extent otherwise provided in this Agreement. You will pay all amounts payable for Subscriptions you purchase in accordance with your Dealer’s policies and separate agreement(s) between you and your Dealer (including the Subscription Purchase Agreement).

2.2 Billing and Payment for EPCA Sold Subscriptions. This Section 2.2 is only applicable if you are purchasing and paying for a Subscription directly from EPCA under this Agreement. This Section 2.2 does not apply to Subscriptions purchased through the Dealer.

(a) **Billing.** EPCA may invoice you on a monthly, quarterly or annual basis, depending on the type of Subscription, as specified in the Subscription Purchase Agreement. All payments made hereunder to EPCA are non-refundable, unless otherwise provided by EPCA and except to the

extent prohibited by applicable Laws. Under no circumstances will EPCA be obligated to issue a credit to you, including in the event of an expiration, termination, disablement or cancellation of a Subscription or expiration or termination of this Agreement (unless otherwise required by applicable Laws).

(b) **Payment.** You will pay all amounts payable under this Agreement when due, including all fees for Subscriptions that you purchase. EPCA will issue invoices to you quarterly for applicable fees unless otherwise defined in the Subscription Purchase Agreement. Each invoice will identify the fees payable by you in accordance with the pricing applicable to each Subscription. All amounts due under this Agreement will be due in advance of the applicable quarter or the day of the month specified in the invoice or otherwise provided in a Subscription Purchase Agreement. Payments must be remitted to the account identified, and are due in the currency stated, in the invoice.

(c) **Taxes.** You will be responsible, as required under applicable Laws, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on you upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of applicable taxes and duties, including VAT, HST/GST, excise taxes, sales and transactions taxes, and gross tax receipts (“**Indirect Taxes**”). EPCA may charge and you will pay all Indirect Taxes that EPCA is legally obligated or allowed to collect from you. You will provide all information to EPCA as reasonably required to determine whether EPCA is obligated to collect Indirect Taxes from you under any applicable Laws. EPCA will not collect, and you will not pay, any Indirect Tax for which you furnish EPCA a properly completed exemption certificate or a direct payment permit certificate for which you may claim an available exemption from such Indirect Tax. All payments made by you to EPCA under this Agreement will be made free and clear of any withholding or deduction for taxes. If any taxes (for example, international withholding taxes) are required to be withheld on any payment, you will pay additional amounts as necessary so that the net amount received by EPCA is equal to the amount then due and payable under this Agreement.

(d) **Late Payment.** EPCA may suspend your (including all Authorised Users’) access to the Software if you fail to make any payments by the applicable due date and the nonpayment is not cured within thirty (30) days of notification of late payment. Any payments not received by the due date will accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by applicable Laws, whichever is lower. In addition, EPCA may, without waiving any other rights or remedies to which it may be entitled, take any one or more of the following actions: (a) not accept additional orders from you; (b) suspend or terminate its provision of the Software to you; and (c) seek collection of all amounts due, including reasonable attorney or legal fees, expenses and costs of collection. EPCA will have no liability to you for any such suspension or termination or for any refusal of additional orders. Except to the extent prohibited by applicable Laws, you may not withhold payment or take deductions from any invoice amount, including for returns, rebates, price adjustments, billing errors, shipping claims, handling fees, allowances, remittance costs and other charges.

(e) **Currency Control.** You represent and warrant that no currency control Laws prevent the payment to EPCA of any sums due under this Agreement. In the event that any such Laws come into effect such that payment in United States Dollars is not permitted, you will notify EPCA immediately, and if so, as instructed by EPCA, deposit all monies due to EPCA to the account of EPCA or its Affiliate in a local bank of EPCA’s choice.

3 Jurisdictional Issues. In any event, the Software is not intended to subject EPCA to any jurisdiction or Laws other than the jurisdictions and Laws of the United States. Certain Software may not be appropriate or available for use in some non-U.S. jurisdictions.

4 Software Information.

4.1 Collection of Registered Asset Data and Other Data.

(a) You acknowledge and agree that EPCA collects, transmits and processes (and may have collected, transmitted and processed prior to you entering into this Agreement) information relating to the Software and/or your use of the Software, including information on the Hardware and Registered Assets (collectively, “**Software Information**”) as further described in [Data Governance Statement \(https://www.epca.net.au/wp-content/uploads/2025/02/EPCA-DATA-GOVERNANCE.pdf\)](https://www.epca.net.au/wp-content/uploads/2025/02/EPCA-DATA-GOVERNANCE.pdf) and [Privacy Policy \(https://www.epca.net.au/privacy/\)](https://www.epca.net.au/privacy/) (collectively, “**Data Governance Documents**”). These statements, at the time of publication of this document, are located at the aforementioned web addresses respectively. Should the address become non-functional, please contact EPCA. Software Information may include System Data, Operations Data, Personal Information and Location Data, each as defined and described in the Data Governance Documents. Except for Authorised User account information and identifying information of your operators that is captured as Software Information, you acknowledge and agree that, to EPCA, Software Information is not Personal Information as contemplated in the Data Governance Documents and the Software Information is not intended to be Personal Information as contemplated in the Data Governance Documents.

(b) Software Information includes information (including data analytics and insights): (i) collected from Registered Assets or Hardware, (ii) collected from other sources (whether provided by third parties or EPCA) that make such information available to the Software; (iii) information (including data analytics and insights) derived from or relating to access to or use of the Software; and (iv) information collected independent of the Software. Software Information may be collected by EPCA or any Dealer. Software Information may be collected remotely or via on-site visit. Any required on-site visits to your Site or any other location will be coordinated with you in advance, but you will permit access to the Software, Registered Assets and Hardware for such purpose.

(c) You (including Authorised Users) consent to the collection, storing, processing, use, sharing and disclosure of all Software Information, regardless of whether collected prior to you entering into this Agreement or thereafter, in accordance with the Data Governance Documents. The Data Governance Documents may change from time to time, so review them with regularity and care. If the Data Governance Documents materially change, EPCA will notify you by indicating in the Software, in accordance with Section 13.9 or by other reasonable means. All changes will be effective immediately, unless indicated otherwise, by using the Software after such changes, you agree to those changes as further set forth in the Data Governance Documents.

(d) Specific information collected, transmitted and processed may change over time and vary based on, among other things, the Registered Assets, the telematics hardware installed on the Registered Assets (and the configuration of such hardware), the Hardware, the version of the Software, and as detailed in the Data Governance Documents.

4.2 Use and Disclosure of Software Information. You hereby grant to EPCA Parties and the Dealers a non-exclusive, worldwide, perpetual, fully paid-up, royalty-free, right and license to access, use, process, manipulate, modify, compile with other data or works and/or create derivative works of Software Information in accordance with the Data Governance Documents, which right and license is fully sublicensable through multiple levels. For the purpose of clarity, Software Information may be used by EPCA for new product or service development, comparative and benchmarking research, product performance research, and any other internal purpose, which will be owned in their entirety by EPCA. Any research and reports from any of the foregoing may be shared with any third party (including without limitation any and all Dealers), provided all data in such shared research or reports is anonymised such that you are not identifiable. You understand and agree that Software Information may be transmitted to and processed in countries that have different data protection Laws than in the country in which you have your principal place of business. EPCA does not assume any obligations with respect to Software Information, other than as expressly set forth in this Agreement or as required by applicable Laws.

4.3 Submitted Software Data. For purposes of this Agreement, “**Submitted Software Data**” means all Software Information that you submit or otherwise make available to EPCA under this Agreement. Your rights to Submitted Software Data remain subject to any restrictions or terms that

apply to Submitted Software Data under any other agreement you have with EPCA or any third party, and EPCA does not make any representations or warranties with respect to such data under this Agreement. You represent, warrant and covenant that (a) you have secured and will maintain all rights, and have obtained and provided all required notices and obtained all legally required consents, necessary to make available Submitted Software Data (including all Personal Information therein) to EPCA Parties and to enable such entities to provide the Software in accordance with this Agreement, and to exercise the rights and licenses granted hereunder, without violating the rights of any third party or otherwise obligating EPCA to you or to any third party, and (b) you are solely responsible for all Submitted Software Data, including: (i) the accuracy, integrity, quality, legality, reliability, and appropriateness of Submitted Software Data; (ii) creating and maintaining backups and copies of all Submitted Software Data, including for use in the event of a disaster or loss of Submitted Software Data stored in the Software; and (iii) adopting procedures to identify and correct errors and omissions in Submitted Software Data and correcting such errors and omissions. Without limiting the foregoing, to the extent that you can identify an individual using the Software Information and you make the information relate to such individual, you agree to comply with all Laws applicable to the use of such information (e.g., data privacy, data security, employment, etc.) and you are solely responsible to determine the means, purpose, and sufficiency of such data for such use. If you are a Dealer, with respect to those portions of Submitted Software Data made available to you by a third party end customer with respect to such third party end customer's Registered Assets, the obligations imposed by the immediately preceding sentence will be deemed to have been met for so long as such third party end customer has entered into a Software End User Agreement directly with EPCA that remains in effect.

4.4 Telematics Devices. Transmission of information using a telematics device (including cellular, satellite, local area networks and other similar systems) may be subject to legal requirements (including with respect to radio frequency use authorisation) that may vary from location to location. You agree to comply with all legal requirements relating to the transmission of information using telematics devices, including limiting the use of any such device to those locations where all legal requirements for the use of the device and related communications networks have been satisfied. Except to the extent prohibited by applicable Laws, EPCA disclaims all liability related to any failure to comply with any legal requirements relating to the transmission of information using telematics devices. If EPCA discovers any such non-compliance, EPCA may discontinue the transmission of information from that Hardware or Registered Asset.

4.5 Remote Updates to Registered Assets and Telematics Devices. To the extent not prohibited by applicable Laws, EPCA may perform remote diagnostics and make available remote software and firmware updates and upgrades for Hardware, Software or Registered Assets, including telematics devices installed on Hardware, Software or Registered Assets. You acknowledge and agree that you choose to participate in remote services (including, remote diagnostics and remote updates and upgrades) for your Hardware, Software or Registered Assets and associated telematics devices and authorise EPCA to remotely access, program and install updates and upgrades for your Hardware, Software and Registered Assets in accordance with the Data Governance Documents and the processes described in the above referenced software update process. EPCA cannot guarantee that user preferences and configuration settings that have been established by Customer or its Authorised Users will be preserved following an update to Hardware, Software or Registered Assets, whether performed remotely or otherwise.

4.6 Communication Systems; Risk of Interception. Some features of the Software may require the use of various communications systems, such as telematics wireless communications carriers, satellite-based communication systems, internet service providers and other similar systems. EPCA uses various technologies and processes designed to secure communications within EPCA-provided communications systems; however, you recognise that such communication methods have an inherent risk of interception and/or interference and, therefore, may not be secure. You hereby consent to such communications and waive any claims that you may have against EPCA with respect to such communication. EPCA has no responsibility for the availability, quality or performance of communications services or equipment furnished by third-party communication carriers.

4.7 Legal Requests. If EPCA or its Affiliates receive any order, demand, warrant, or any other document requesting or purporting to compel the production of any Software Information or Personal Information (as defined in the Data Governance Documents) (including, for example, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) for which EPCA has confidentiality obligations under this Agreement, EPCA or its Affiliates will promptly notify you (to the extent permissible under applicable Laws), so that you may, at your own expense, exercise such rights as you may have under applicable Laws to prevent or limit such disclosure. Notwithstanding the foregoing, EPCA or its Affiliates (as applicable) will exercise commercially reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of any Software Information or Personal Information if and to the extent EPCA has a confidentiality obligation and will cooperate with you with respect to any action taken with respect to such request, complaint, order or other document, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such Personal Information.

4.8 Receipt, Archival and Retrieval of Data. EPCA does not provide any Software Information backup or restoration services under this Agreement, except for cloud-based software, which is limited in duration. For all non-cloud-based software, Customer is solely responsible for the backup of all Software Information and EPCA has no responsibility or liability if Customer fails to backup any Software Information. EPCA reserves the right to refuse to accept any Software Information that you may provide as Submitted Software Data. Upon termination or expiration of this Agreement, EPCA will close your account, and you will have ninety (90) days to obtain a copy of your Submitted Software Data to the extent that such Submitted Software Data is in EPCA's possession. Data made available to you will be in the form in which it was made available to EPCA or in such other form or format as EPCA establishes from time to time. Unless otherwise agreed by EPCA, after this period of time has elapsed, you will no longer be able to retrieve any Submitted Software Data associated with your account. Notwithstanding the foregoing, you acknowledge that EPCA has no responsibility for the deletion or failure to store any Software Information.

4.9 Breach Notification. EPCA will comply with all breach notification Laws applicable to EPCA pertaining to Personal Information provided to EPCA by you (including Authorised Users).

5 Confidentiality. You acknowledge and agree that the Software (excluding Submitted Software Data), Software Documentation, Software Background IP, and the terms and conditions of this Agreement are the confidential and proprietary information of EPCA Parties ("**Confidential Information**"). You agree (a) to protect Confidential Information from unauthorised dissemination and use, (b) to use Confidential Information only for the performance of this Agreement and the exercise of any rights granted to you under this Agreement, (c) not to disclose any Confidential Information to any of your employees, agents, contractors or any other individuals except to Authorised Users, and other employees and contractors, each of whom are under confidentiality obligations no less restrictive than the requirements of this Section, and (d) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Confidential Information. You will not be liable for disclosure of Confidential Information which: (i) you already knew without an obligation to maintain the information as confidential; (ii) you received from a third party without breach of an obligation of confidentiality owed to EPCA Parties; (iii) you independently developed; or (iv) becomes publicly known other than through your wrongful act.

6 Third-Party Software/Services; Data Exchange.

6.1 Third-Party Software/Services. The Software may come bundled together with third party (non-EPCA-branded) software or services ("**Third-Party Software/Services**"). EPCA will use commercially reasonable efforts to identify such Third-Party Software/Services in the Software Documentation. You acknowledge that your access to or use of any such Third-Party Software/Services may be governed by additional third-party terms or policies, including privacy policies. Without limiting the foregoing, you agree to the third-party terms and conditions (if any) located in the Software (or at such other location as designated by EPCA from time to time). EPCA

is not responsible for, and expressly disclaims, any liability in connection with any Third-Party Software/Services or your (including Authorised User's) access or use thereof.

6.2 Third-Party Data Exchange. The Software may permit the communication, transfer and exchange of certain Software Information between the Software and certain assets, devices or systems approved by EPCA for use in connection with the Software ("**Third-Party Systems**"), which may include third-party APIs. EPCA does not exercise control over the form or quality of any data or information (including the Software Information) generated by or transmitted to the Third-Party Systems, including through third-party APIs. Therefore, without limiting Section 3, you agree to the following:

(a) Additional charges may apply to enable interfaces with Third-Party Systems under your Subscription, or a separate Subscription may be required;

(b) You accept all limitations in the display and use of all data and information imported via Third-Party Systems and acknowledge that all such data will be deemed to be Submitted Software Data; EPCA may restrict the volume and type of information transmitted to and from the Software if EPCA believes that such volume or type of information may adversely affect the performance of EPCA's systems, Third-Party Systems, or the Software;

(c) You must obtain all necessary licenses and third-party consents to permit EPCA to access the Third-Party Systems and any related data. EPCA will not be responsible for the quality, quantity, type, parameters or any other issues related to the Third-Party System data received by EPCA. You represent to EPCA that you have the right to make available the Third-Party System data to EPCA and to grant to EPCA the right to access and use such Third-Party System (including as your Authorised User using your credentials, if applicable, and without imposing any additional obligations on EPCA) data in accordance with this Agreement; and

(d) You are responsible for all interactions with the third parties relating to the Third-Party Systems and any related data and are responsible for escalating and resolving any issues relating to such systems and data, including but not limited to the quality, robustness, speed and all other issues surrounding the Third-Party System outputs. You are responsible for promptly reporting any changes to the Third-Party Systems (or related data) that may impact EPCA's interface with the Third-Party System (or related data).

7 Cybersecurity. Software may be installed and executed in your computing and telecommunications environments if and as permitted by the licenses granted in this Agreement, provided such environments are subject to commercially reasonable and appropriate physical, administrative, technical and cybersecurity practices to maintain the confidentiality, integrity, and security of the Software. At a minimum, you must comply with all EPCA recommendations for secure implementation as made available by EPCA.

8 Indemnity Obligations.

8.1 Your Indemnity Obligations. Upon written request of EPCA, you will, at EPCA's option, defend and/or settle at your cost and expense any third party claim, suit, action or proceeding ("**Claim**") brought against EPCA, its Affiliates, or their respective directors, officers, employees, agents, EPCA Parties or Dealers (individually and collectively, "**EPCA Indemnified Party(ies)**") arising from or relating to (a) your (including Authorised Users') access to or use of the Software in breach of any provision of this Agreement, (b) any allegation that any information, materials or content that you submit or otherwise make available under this Agreement (including, all Submitted Software Data) infringe, misappropriate or violate the intellectual property or other rights of a third party or (c) if you are Dealer, any Claim brought by a third party end customer against a EPCA Indemnified Party, other than to the extent that such Claim (i) is a EPCA Indemnified Claim, or (ii) directly results from a breach by EPCA of such third party end customer's Software End User Agreement (each Claim under (a), (b) or, if applicable, (c), a "**Customer Indemnified Claim**"),

and, in each case you will pay all damages finally awarded and settlement amounts entered into to the extent based upon such a Claim. Upon your request and at your cost and expense, EPCA will provide you with reasonable assistance with respect to the defence and/or settlement of such Claim, regardless of the foregoing.

8.2 EPCA's Indemnity Obligations.

(a) EPCA will defend and/or settle at its cost and expense any Claim brought against you ("**Customer Indemnified Party**") alleging that the Software infringes any Australian patents or Australian registered copyrights or Trademarks ("**EPCA Indemnified Claim**"). EPCA will pay all damages finally awarded and settlement amounts entered into to the extent based upon an EPCA Indemnified Claim. Notwithstanding the foregoing, EPCA will not be required to defend and/or settle any (i) Customer Indemnified Claim, or (ii) Claim that arises out of or in connection with: (A) any access to or use of the Software other than in strict adherence to this Agreement; (B) use of other than the then-current, unaltered version of the Software; (C) use, modification, operation or combination of the Software with non-EPCA software programs, data, equipment or documentation if such infringement would have been avoided but for such use, modification, operation or combination; (D) compliance with your (including Authorised Users') designs, specifications or instructions; (E) any Third-Party Software/Services or Open Source Components; or (F) an accident, abuse or misapplication or other improper, inadequate or unauthorised installation, maintenance or storage of the Software, Registered Asset or Hardware.

(b) If the Software becomes (or in EPCA's reasonable opinion is likely to become) the subject of an EPCA Indemnified Claim, EPCA will have the right, at its sole option, to obtain for you the right to continue using the Software or to replace or modify the Software so that it is no longer infringing. If neither of the foregoing options is reasonably available to EPCA, then EPCA may terminate your access to or use of the Software and (i) if you are purchasing a Subscription directly from EPCA under this Agreement, EPCA's sole liability and your sole remedy is a refund to you for a pro-rata portion of any prepaid fees for Subscriptions that were otherwise to be in effect after the effective date of termination (such refunded amount, computed using straight-line depreciation on a month-to-month basis over the Subscription term, a "**Pro-Rata Refund**"), and (ii) if you are Customer purchasing a Subscription from your Dealer and not from EPCA directly, then your sole remedy is for your Dealer to provide a Pro-Rata Refund. Upon EPCA's request and solely at EPCA's expense, you will provide EPCA with reasonable assistance with respect to EPCA's defence and/or settlement of such Claim.

8.3 Entire Liability. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS, AND THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS RELATING TO THE SUBJECT MATTER HEREOF.

8.4 Process. The EPCA Indemnified Party or the Customer Indemnified Party (as applicable) will promptly notify the indemnifying party of any Claim subject to this Section 8, provided, however, that any such failure to notify will not relieve the indemnifying party of its indemnification obligations under this Section 8 unless, and only to the extent that, the indemnifying party can demonstrate that it was prejudiced by such failure. The EPCA Indemnified Party or the Customer Indemnified Party (as applicable) will give the indemnifying party full control and authority over, and reasonable assistance in connection with, the defence and settlement of the applicable Claim, except that: (a) no settlement requiring the EPCA Indemnified Party or the Customer Indemnified Party (as applicable) to admit liability, or to pay any money or otherwise take on any obligation, may be made without the prior written consent of the EPCA Indemnified Party or the Customer Indemnified Party (as applicable), such consent not to be unreasonably withheld or delayed; and (b) the EPCA Indemnified Party or the Customer Indemnified Party (as applicable) may join in the defence with the indemnified party's own counsel at the indemnified party's own cost and expense.

9 Intellectual Property Rights.

9.1 Reservation of Rights. Except as expressly granted herein, neither party is granted any rights or licenses, whether express or implied, under the other party's intellectual property rights. The Software is licensed, not sold. References in this Agreement to the "purchase" or "sale" of Subscriptions refer to the licenses to access and use the Software hereunder. Nothing in this Agreement will be deemed to grant to you an ownership interest in any intellectual property rights in or to any of the Software.

9.2 Intellectual Property Rights. Except as expressly provided herein, you and your licensors and suppliers retain all of your and their respective right, title and interest (including intellectual property rights) in and to any technology you or they created (whether before or after this Agreement went into effect), provided that it was not created in connection with this Agreement and was created without use of or access to the Software. Except as expressly provided herein, EPCA, its Affiliates and each of their respective licensors and suppliers retain all of their respective right, title and interest in and to the Software and all intellectual property rights in or pertaining to the Software or its use ("**Software Background IP**"). Examples of Software Background IP include, but are not limited to, the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Software and all processes, tools, software, technology, confidential information and trade secrets pertaining to the Software, together with any custom developments created or provided in connection with or related to this Agreement. You have no right to, and will not, create any modifications, extensions, or derivatives (including derivative works) of any of the Software Background IP nor to derive any technology from Software Background IP (such modifications, extensions, derivatives (including derivative works) and technology, collectively "**Derivatives**"). You therefore agree not to create any Derivatives. If any Derivatives are created, notwithstanding the restrictions set forth above, you will and hereby do assign to EPCA irrevocably and without further consideration, all right, title and interest in and to such Derivatives and all intellectual property rights pertaining thereto in the United States and in any other country. Except to the extent prohibited by applicable Laws, if and to the extent that any Derivatives or any intellectual property rights pertaining thereto are not so assignable by you to EPCA, you will and hereby do grant to EPCA a fully-paid up, royalty-free, unrestricted, perpetual, irrevocable, non-terminable, transferable, worldwide, exclusive license (including the right to grant and authorise sublicenses through multiple levels) to any Derivatives and all intellectual property rights pertaining thereto for any and all purposes and in any and all media, whether alone or together or as part of any material of any kind or nature, and waive all moral and similar rights thereto.

9.3 Feedback. If you (including Authorised Users) provide any ideas, proposals, suggestions or other materials ("**Feedback**"), whether related to the Software or otherwise, you (including Authorised Users) hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place EPCA under any fiduciary or other obligation. You agree that EPCA does not control and is not responsible for any Feedback or the use or misuse (including any distribution) by any third party of Feedback. In addition, by submitting Feedback, you (including Authorised Users) hereby grant to EPCA a fully-paid up, royalty-free, non-exclusive, perpetual, irrevocable, non-terminable, transferable, worldwide right and license (including the right to grant and authorise sublicenses through multiple levels) to such Feedback and all intellectual property rights pertaining thereto for any and all purposes and in any and all media, whether alone or together or as part of any material of any kind or nature, and you waive all moral and similar rights in connection therewith. Any disclosure of such Feedback by EPCA to third parties (other than to EPCA Parties) will not attribute the Feedback to you (including any Authorised Users).

9.4 Trademarks. All trademarks that appear throughout the Software belong to EPCA, or the respective owners of such marks, and are protected by U.S. and international trademark and copyright Laws. Any use of any of the marks without the express written consent of EPCA or the owner of the mark, as appropriate, is strictly prohibited.

10 Limited Warranty.

10.1 Limited Warranty. Subject to the terms and conditions of this Agreement, including receipt of all data and information from you reasonably required for EPCA to provide the Software, and provided you have paid all Subscription fees in full, EPCA warrants to you that the Software will conform in all material respects with Software Documentation, if and as made available by EPCA. Except to the extent prohibited by applicable Laws, EPCA's sole obligation, and your sole and exclusive remedy, for breach of the foregoing warranty is that EPCA will make commercially reasonable efforts to correct the non-conforming functionality of the Software without charge. EPCA has no obligation under this Section to the extent any nonconformance arises as a result of or out of or in connection with: (A) any access to or use of the Software other than in strict adherence to this Agreement; (B) use of other than the unaltered version of the Software available for support; (C) use, modification, operation or combination of the Software with non-EPCA software programs, data, equipment or documentation, if such nonconformance would have been avoided but for such use, modification, operation or combination; (D) compliance with your (including Authorised Users') designs, specifications or instructions; (E) any Third-Party Software/Services or Open Source Components; or (F) accident, abuse or misapplication or other improper, inadequate or unauthorised installation, maintenance or storage of the Software, Registered Asset or Hardware.

10.2 Disclaimers. EXCEPT AS PROVIDED IN SECTION 10.1, EPCA PARTIES provide no warranties OR CONDITIONS, whether express, implied, statutory, or otherwise, including warranties AND CONDITIONS of merchantability, TITLE, NON-INFRINGEMENT, or fitness for a particular purpose IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, NONE OF THE EPCA PARTIES PROVIDE ANY WARRANTY THAT THE SOFTWARE WILL BE FREE FROM ERRORS OR INTERRUPTION (INCLUDING INTERRUPTIONS DUE TO CYBERATTACKS OR MALICIOUS CODE OR OTHERWISE) OR BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE SOFTWARE DOCUMENTATION FOR THE APPLICABLE SUBSCRIPTION. THE EPCA PARTIES DISCLAIM ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR (INCLUDING AUTHORISED USERS') ACCESS OR USE OF THE SOFTWARE. YOU AGREE THAT YOUR (INCLUDING AUTHORISED USERS') ACCESS OR USE OF THE SOFTWARE IS AT YOUR (AND THEIR) OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR INFORMATION SYSTEMS OR ASSETS OR LOSS OF DATA THAT RESULTS FROM SUCH ACCESS OR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG SUCH WARRANTIES LAST, SO THE EXCLUSIONS OR LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU. NOTWITHSTANDING YOUR (INCLUDING AUTHORISED USERS') ACCESS TO AND USE OF THE SOFTWARE AND REGARDLESS OF ANY INFORMATION PROVIDED THROUGH THE SOFTWARE (WHETHER ACCURATE OR INACCURATE) REGARDING THE OPERATION, MAINTENANCE OR PERFORMANCE STATUS OF THE REGISTERED ASSETS, YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISK RELATED TO, THE PROPER OPERATION, SUPPORT AND MAINTENANCE OF THE REGISTERED ASSETS. THE FOREGOING EXCLUSIONS and limitations are not intended to APPLY TO: (A) DEATH OR BODILY INJURY TO THE EXTENT DIRECTLY CAUSED BY A EPCA PARTY'S GROSS NEGLIGENCE; OR (B) Fraud OR WILLFUL MISCONDUCT. EPCA DOES not guarantee any results, or the accuracy of any results, that you may obtain from the Software. UNLESS OTHERWISE AGREED IN WRITING BY EPCA, OR AS CONTEMPLATED BY SOFTWARE DOCUMENTATION. THE SOFTWARE IS NOT INTENDED TO PROVIDE ANY EMERGENCY, MISSION CRITICAL OR SAFETY RELATED FUNCTIONALITY AND YOU WILL NOT USE THE SOFTWARE IN THAT MANNER.

11 Limitation of Liability.

11.1 Limitation; Damages Cap. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE PARTIES' RESPECTIVE OBLIGATIONS UNDER SECTION 1.1 (LIMITED LICENSE TO USE), SECTION 1.8 (USE LIMITATIONS), SECTION 4.2 (SUBMITTED SOFTWARE DATA), SECTION 4.9 (CONFIDENTIALITY), SECTION 8.1 and 8.2 (INDEMNITY OBLIGATIONS), AND SECTION 9 (INTELLECTUAL PROPERTY RIGHTS), (a) NONE OF THE

EPCA PARTIES WILL BE LIABLE TO YOU, NOR WILL YOU OR ANY OF YOUR AFFILIATES, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS OR DISTRIBUTORS BE LIABLE TO EPCA, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY (i) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, (ii) LOSS OF PROFITS, REVENUES, DATA, CUSTOMERS, OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS OR GOODWILL, OR (iii) UNAVAILABILITY OF THE SOFTWARE, AND (b) THE AGGREGATE LIABILITY OF THE EPCA PARTIES, ON THE ONE HAND, OR YOU AND YOUR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS OR DISTRIBUTORS, ON THE OTHER HAND, UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE DAMAGE IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF LAST CAUSE OF ACTION TO ARISE HEREUNDER. FOR CLARITY, THE FOREGOING CONSTITUTES A CUMULATIVE CAP THAT IS APPLIED TO ALL CAUSES OF ACTION HEREUNDER AND IS NOT TO BE APPLIED ON A CLAIM-BY-CLAIM BASIS. THE FOREGOING LIMITATIONS OR EXCLUSIONS DO NOT APPLY SOLELY IN THE EVENT AND TO THE EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PROHIBITED BY APPLICABLE LAW.

11.2 No Exclusion or Limitation of Liability. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS A PARTY'S LIABILITY TO THE OTHER PARTY FOR: (A) DEATH OR BODILY INJURY TO THE EXTENT DIRECTLY CAUSED BY A PARTY'S GROSS NEGLIGENCE; OR (B) FRAUD, CRIMINAL ACTS, OR WILLFUL MISCONDUCT.

12 Term, Termination and Suspension.

12.1 Term. Unless earlier terminated in accordance with this Section 12, this Agreement will remain in effect until all of your Subscriptions have been cancelled or terminated ("**Term**").

12.2 Termination for Breach. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of this Agreement and does not cure such breach within ninety (90) days (unless in case of your non-payment, nonpayment is not cured within thirty (30) days of notification of late payment) after delivery of a written notice of such breach by the non-breaching party stating its intent to terminate. In addition, EPCA may immediately terminate or suspend this Agreement and any or all Subscriptions: (a) if you are a Dealer, if you are in breach of the Dealer Agreement, or (b) if you are purchasing a Subscription from your Dealer under a Subscription Purchase Agreement, if your Dealer notifies EPCA of a breach of the Subscription Purchase Agreement.

12.3 Termination for Insolvency. Either party may terminate this Agreement by providing written notice to the other party in accordance with Section 13.9 if such other party (a) becomes insolvent or generally fails to pay or is unable to pay or admits in writing its inability to pay its debts as they become due, (b) applies for, consents to, or acquiesces in, the appointment of a trustee, receiver, administrator or other custodian, (c) makes a general assignment for the benefit of creditors, or (d) commences any bankruptcy, reorganisation, debt arrangement or other case or proceeding under any local, state or federal bankruptcy or insolvency law or any dissolution or liquidation proceeding.

12.4 Suspension. In addition to the foregoing, EPCA may suspend your access to or use of the Software, in whole or in part, immediately without notice to you (if Software is compromised or to maintain Software security), in accordance with Section 1.7, 2.2, or if EPCA determines that: (a) it is reasonably necessary to prevent unauthorised access to Software Information; (b) you (or Authorised Users) fail to abide by any terms of this Agreement, or (c) your (or Authorised Users') use of the Software (i) poses a security risk to the Software or any third party, (ii) may adversely impact the Software or the systems of EPCA or any third party, (iii) may subject EPCA or any third party to liability, or (iv) may be prohibited by applicable Laws. During any such suspension, you

will continue to be responsible for all fees for the suspended Subscriptions and for the use of any Subscriptions not suspended.

12.5 Discontinuance. EPCA may cease making the Software available to you (a) upon (one hundred and eighty 180) days' written notice, or (b) immediately, in order to comply with any applicable Laws. In addition, EPCA may restrict the Software's availability at any time, in whole or in part, to any person, geographic area or jurisdiction, if EPCA reasonably determines that continuing to make the Software available is no longer warranted for legal or regulatory reasons. If you are purchasing a Subscription directly from EPCA under this Agreement, and EPCA exercises any of its rights under this Section, EPCA's sole obligation to you and your sole remedy as a result of such discontinuance is a Pro-Rata Refund. If you are purchasing a Subscription from your Dealer under a Subscription Purchase Agreement, and EPCA exercises any of its rights under this Section, your sole remedy is for your Dealer to provide to you a Pro-Rata Refund.

12.6 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, all rights and licenses granted under this Agreement to you, your Affiliates and Authorised Users will cease and, if applicable, you will promptly uninstall the Software from all Registered Assets, and memory locations in your possession or control and otherwise cease all use of the Hardware. Sections 4.1(d) (Use and Disclosure of Software Information), 4.6 (Legal Requests), 4.9 (Confidentiality), 8.1 and 8.2 (Indemnity Obligations) with respect to Claims arising during the Term, 9 (Intellectual Property Rights), 10.2 (Disclaimers), 11(Limitation of Liability), 12.5 12.6 (Effect of Expiration or Termination) and 13 (Miscellaneous) will survive any termination or expiration of this Agreement. In addition, if you are purchasing a Subscription directly from EPCA under this Agreement, Section 2.2 will survive any termination or expiration of this Agreement; if you are purchasing a Subscription from your Dealer under a Subscription Purchase Agreement, Section 2.1 (Dealer Sold Subscriptions) will survive any termination or expiration of this Agreement. For the avoidance of doubt, all Subscriptions will automatically terminate upon termination of this Agreement. If you terminate this Agreement or any Subscription pursuant to Sections 12.2 or 12.3 provided that you have not breached any of the provisions of this Agreement at the time of such termination, then (i) if you are purchasing a Subscription directly from EPCA, your sole and exclusive remedy as a result of such alleged breach on the part of EPCA will be to provide you a Pro-Rata Refund, or (ii) if you are purchasing a Subscription from your Dealer, your sole and exclusive remedy will be for your Dealer to provide you a Pro-Rata Refund.

13 Miscellaneous.

13.1 Force Majeure. Neither (i) EPCA Parties nor (ii) you or your Affiliates (nor any of your or your Affiliates' respective service providers or subcontractors) will be responsible for any delays or failures to perform any obligation (excluding the obligation to pay fees) under this Agreement to the extent that such delays or failures result from any cause beyond such person or entity's reasonable control, including fires, blockages, pandemics, embargoes, explosion, earthquake, storms or other elements of nature, acts of terrorism, wars, epidemics, government requirements, civil or military authorities, acts of God, strikes, labour disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures.

13.2 Assignment. Neither party to this Agreement may assign or transfer this Agreement or its rights or obligations under it, whether by contract or by operation of law, without the prior consent of the other party; provided that EPCA may assign or transfer this Agreement or its rights or obligations under it without your consent to its Affiliates, Dealers, and service providers. Subject to the preceding sentence, the rights and liabilities of the parties hereto will inure to the benefit of, each of the parties' respective assignees and successors and is binding on the parties and their successors and assignees. Any attempted assignment other than in accordance with this Section 13.1 will be null and void.

13.3 No Third-Party Beneficiary. Except as provided in Section 1.1, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.4 Apple-Specific Terms. This Section applies only if the Software is made available via iOS. In addition to your agreement with foregoing terms and conditions in this Agreement, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your (including Authorised Users') access to and use of any version of the Software that is compatible with the iOS operating system of Apple Inc. ("**Apple**"), such as a mobile app version of the Software. Apple is not a party to this Agreement and does not own and is not responsible for the Software. Apple is not providing any warranty for the Software except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Software and will not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Software, including any third-party product liability claims, claims that the Software fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Software, including those pertaining to intellectual property rights, must be directed to EPCA. In the event of any third-party claim that the Software or your (including Authorised Users') possession and use of the Software infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defence, settlement or discharge of any such intellectual property infringement claim. You (including Authorised Users) must comply with the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you (including Authorised Users) must comply with the terms of any third-party agreement applicable to you when using the Software, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, EPCA's right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

13.5 Relationship between You and EPCA. You and EPCA are independent parties for all purposes relating to this Agreement. You do not have the power to bind EPCA. You do not have the power to give any person or entity any rights that EPCA has not previously Authorised in writing. The relationship of the parties under this Agreement will not constitute a partnership or joint venture for any purpose. You and EPCA do not have any agency, franchise or fiduciary relationship.

13.6 Waiver. No waiver of any breach of this Agreement will be a waiver of any other breach, and any waiver must be in writing and signed by an Authorised representative of the waiving party.

13.7 Governing Law.

(a) This Agreement (including the arbitration provisions set forth in Section 13.8) will be governed by and interpreted in accordance with the Laws of the State of New York and the federal Laws of the United States, without prejudice to the provisions of the Laws of the country where you have your principal place of business that cannot be derogated from contractually, and without reference to conflict of Laws' principles (as such Laws are applied to agreements entered into and to be performed entirely within the United States between residents of the United States).

(b) This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, nor any related regulations or implementation or successor legislation, each of which is expressly excluded.

13.8 Arbitration.

(a) All disputes, claims and controversies relating to or arising out of this Agreement (collectively, “**Dispute**”) will be resolved by binding arbitration rather than in court. If your principal place of business is in the United States, the Federal Arbitration Act applies to the arbitration of such Disputes.

(b) If your principal place of business is in Australia, the arbitration will be administered by the Australian Mediation Association (“**AMA**”) in accordance with the AMA’s Commercial Arbitration Rules and Mediation Procedures. If your principal place of business is in any country in APAC, then the arbitration will be administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the SIAC. If your principal place of business is outside of Australia or any country in APAC, then the arbitration will be administered by the International Chamber of Commerce (“**ICC**”) in accordance with ICC Rules of Arbitration. The arbitration rules specified in this subsection are referred to as the “**Rules**.” For the purposes of this Agreement, “**APAC**” means the geographic region that includes the following countries: Australia, Bangladesh, Brunei, Burma, Cambodia, China (including Hong Kong Special Administrative Region and Macau Special Administrative Region), Christmas Islands, Fiji, India, Indonesia, Japan, Kiribati, Laos, Malaysia, Marshall Islands, Federated States of Micronesia, Mongolia, Nauru, New Zealand, Palau, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Timor-Leste, Tonga, Tuvalu, Vanuatu and Vietnam.

(c) Either party may commence the arbitration process called for by this Agreement by filing a written demand for arbitration with the applicable arbitration organisation and delivering a copy of such demand to the other party to this Agreement in accordance with the notice provision of this Agreement. In no event will demand for arbitration be made or permitted after the date when the institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. If your principal place of business is in the United States or Canada, the place of arbitration will be Chicago, Illinois, United States. If your principal place of business is in a country in APAC, the place of arbitration will be Singapore. If your principal place of business is outside of the United States, Canada or any country in APAC, the place of arbitration will be Geneva, Switzerland. The arbitration will be conducted in English. Notwithstanding the foregoing, if your principal place of business is in the Netherlands, you may opt to resolve any Dispute before Dutch courts, provided that you notify EPCA of this election within thirty (30) days of EPCA notifying you of EPCA’s intention to commence arbitration.

(d) You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action, and that the parties are waiving the right to a trial by jury. If for any reason a claim proceeds in court rather than in arbitration, each party waives any right to a jury trial.

(e) If the Dispute is for an amount less than US\$100,000, the arbitration will be heard in front of a single arbitrator, and if the Dispute is for an amount of US\$100,000 or more, then the Dispute will be heard by a panel of three (3) arbitrators. If the Dispute is to be heard in front of a single arbitrator, then the parties will attempt to mutually agree on the identity of the arbitrator, or if no such agreement can be reached within thirty (30) days of the commencement of the arbitration proceedings, the applicable arbitration organisation will appoint such arbitrator in accordance with the Rules. If the Dispute is to be heard in front of a panel of three (3) arbitrators, each party will nominate one arbitrator from a list of arbitrators provided by the applicable arbitration organisation, and the two party-nominated arbitrators will select the third arbitrator who will serve as chairman. Notwithstanding anything to the contrary herein, either party may seek injunctive relief in a court of competent jurisdiction to prevent irreparable harm from occurring at any time. Each party will bear its own cost of prosecuting or defending the arbitration (excluding any attorneys’ or other professional fees) and the parties will split the arbitrators’ fees and the applicable arbitration organisation’s administrative costs, regardless of the outcome. The provisions of this Section and judgment upon the award rendered by the arbitrator may be enforced by any court of competent jurisdiction. The arbitrator(s) will render its decision as soon as reasonably possible after its appointment and must follow the terms of this Agreement.

(f) This Agreement to arbitrate will be specifically enforceable in any court having jurisdiction thereof. Any award issued by the arbitrator pursuant to any arbitration will be final and binding upon the parties, and judgment may be entered upon in accordance with applicable Laws in any court of competent jurisdiction.

13.9 Notices. You agree that EPCA may contact you by any reasonable means to provide you with information and notices relating to the Software, this Agreement or for other purposes related to the subject matter of this Agreement. Such means of communication may include email (via the contact information you have provided in your Software account) or through the user interface for the Software. Notices to EPCA will be delivered by registered or certified mail only, return receipt requested, to the following address: Electric Power Conversions Australia., Attn: Legal Services, 3 Central Avenue, Hazelmere WA 6055, Australia. Unless otherwise provided by applicable Laws, notices are effective (a) when delivered personally, (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt, (d) for email or other electronic transmission, when sent, or (e) if posted in the user interface for the Software, when posted. You are responsible for ensuring that the email address and contact information in your account is accurate and current. Notices sent via email will be effective when sent regardless of whether actually received.

13.10 Language. This Agreement is in the English language only, which language will be controlling in all respects, and all versions hereof in any other language will not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement will be in the English language.

13.11 Open-Source Software. The Software may be provided together with, or otherwise contain, certain open-source software components ("**Open-Source Components**") under their respective open-source license agreements ("**Open-Source Licenses**") which are listed in the Software (or at such other location as designated by EPCA from time to time). Open-Source Components do not constitute a portion of the Software as defined in this Agreement and are not licensed under the terms of this Agreement but under the respective Open-Source Licenses. You acknowledge and agree to the terms and conditions in each such Open-Source License and to comply with all such terms and conditions. With respect to each Open-Source Component, to the extent there are any conflicts between any terms of this Agreement and any terms of the respective Open-Source License, such conflicting terms of this Agreement will not apply. Any fees charged by EPCA in connection with the Software do not apply to any Open-Source Components for which fees may not be charged under the applicable Open-Source License. Where the terms of any specific Open Source License entitle you to the source code of the respective Open Source Component (if any), that source code may be obtained at no charge from EPCA upon request (a nominal fee may be charged by EPCA for processing such request).

13.12 Compliance with Laws.

(a) Without limiting any of EPCA's or your other commitments hereunder, you and EPCA each agree to comply in all material respects with all Laws applicable to the performance of and exercise of each of your and EPCA's respective rights and obligations under this Agreement. Your compliance with your obligations hereunder, including Ethical Business Conduct Laws (as defined below), will extend to Laws that apply to the access to or use of the Software, as well as any other of your activities hereunder. Such Laws include those that apply to online conduct, online content, and the transfer of data (including any Personal Information) to and from the United States or your country of residence. You will also cause your Authorised Users to comply with all such Laws.

(b) You agree that you have, and will maintain, at your own expense, all permits, licenses, consents and approvals that apply to the Software or its use hereunder, including for you (including your Authorised Users) (a) to receive and use the Software in accordance with all applicable Laws, and (b) to otherwise exercise your rights and perform your other obligations as set forth in this

Agreement (collectively, “**Permits**”); provided that if obtaining any of the foregoing Permits is EPCA’s responsibility under applicable Laws and applicable Laws do not permit you to obtain such Permits on EPCA’s behalf, EPCA will obtain such Permits at its own expense.

13.13 Ethical Business Conduct. Without limiting Section 13.12:

(a) You understand and agree that the Software (including any Software Information) is subject to certain national, state, provincial and local laws, rules, regulations, directives, statutes, orders, judgments, decrees, rulings, and enforceable regulatory guidance (“**Laws**”), which include without limitation, governmental procurements Laws and Laws related to bribery, fraud, corruption, or international trade (collectively, “**Ethical Business Conduct Laws**”).

(b) You represent and warrant that none of your or your Affiliates’ employees, consultants, contractors or agents (including but not limited to officers, directors, stockholders and representatives) is a foreign official or is related to a foreign official, except to the extent previously disclosed to EPCA. If you become aware that any of your or your Affiliates’ employees, consultants, contractors or agents or relatives thereof becomes a foreign official during the Term of this Agreement, you will immediately notify EPCA in accordance with Section 13.8(f)13.9.

(c) You agree that you will not use or otherwise export, re-export, transfer or release the Software, (collectively, “**export**”), except as Authorised by Australian Laws and the Laws of the jurisdictions in which the Software was accessed or used or any the machines or equipment associated with Registered Assets are located. In particular, but without limitation, the Software (including any Software Information) may not be exported (including by accessing the Software), directly or indirectly: (a) to any person or entity listed or deemed to be a blocked, prohibited or trade-restricted person or party by the U.S. Commerce Department, U.S. Treasury Department, or U.S. Department of State by operation of law or otherwise; (b) for any purpose or use prohibited by the U.S. government, such as for nuclear, chemical, or biological weapons production or proliferation; or (c) to any destination or transit point subject to comprehensive sanctions by the U.S. government, as may be amended from time to time, without having obtained the required U.S. authorisation (s) prior to such export. You represent and warrant that your (including Authorised Users’) access and use of the Software will not violate any such Laws and that you are not located in any such country or on any such list or deemed to be on such list. You will not, and will ensure that Authorised Users will not, access or use the Software for any purposes prohibited by United States Laws, including the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

13.14 Government Entity Rights and Obligations. The Software is a “Commercial Item,” consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as applicable; this Commercial Computer Software and Commercial Computer Software Documentation is licensed to government entity end users pursuant to the license customarily provided to the public, with only those rights as are granted to the public pursuant to the terms and conditions herein and EPCA’s applicable Public Sector End User License Agreement. Any government entity end user’s rights and obligations will be governed by this Agreement, and such Public Sector End User Agreement, as modified by a written addendum agreed upon by Authorised representatives of both parties. Unless modified by such addendum, or otherwise expressly agreed to in writing by Authorised representatives of EPCA and the government entity end user, the terms of this Agreement will govern each party’s rights and obligations. As the Software consists of Commercial Computer Software and Commercial Computer Software Documentation offered pursuant to a standard commercial license, this provision and the rights and obligations in such addendum are in lieu of, and supersede, any Federal Acquisition Regulation (“**FAR**”) clauses, clauses found in the Defense FAR Supplement (“**DFARS**”), or other federal, state, or local government clauses or provisions that address a government entity’s rights in computer software, technical data, or intellectual property.

13.15 Severability. If the application of any provision of this Agreement or portion thereof to any particular facts or circumstances will be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then the parties will negotiate in good faith a valid, legal and enforceable substitute provision that most closely reflects the original intent of the parties with respect to the parties' economic and business interests, and all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of such provision in any other jurisdiction.

13.16 Construction. As used herein: (a) the terms "include" and "including" are meant to be inclusive and will be deemed to mean "include without limitation" or "including without limitation," (b) the word "or" is disjunctive, but not necessarily exclusive, (c) words used herein in the singular, where the context so permits, will be deemed to include the plural and vice versa, (d) references to "dollars" or "\$" will be to Australian dollars unless otherwise specified herein, and (e) unless otherwise specified, all references to days, months or years will be deemed to be preceded by the word "calendar" and "business days" will mean Monday through Friday, exclusive of EPCA observed holidays. The headings of this Agreement are intended solely for the convenience of reference and will be given no effect in the interpretation or construction of this Agreement.

13.17 Electronic Signature and Disclosure Consent Notice. You agree to the use of electronic documents and records in connection with this Agreement and all future documents and records in connection with the Software—including this electronic signature and disclosure notice—and that this use satisfies any requirement that EPCA provides you these documents and their content in writing. If you do not agree, do not enter into this Agreement. You have the right to receive a paper copy of all documents and records. You may (a) obtain a paper copy of any document or record (free of charge), (b) withdraw your consent to the use of electronic documents and records, or (c) update your contact information through your Software account. To receive or access electronic documents and records, you must have the following equipment and software: (i) a device that is capable of accessing the Internet; (ii) a compatible Internet browser; and (iii) software that permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader 8.0 or higher. To retain documents and records, your device must have the ability to download and store PDF files. Your access to this page verifies that your system and device meets the above receipt, access, and retention requirements.

13.18 Entire Agreement. This Agreement, including all schedules and exhibits attached hereto or referenced herein, constitutes the full and entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings, agreements or communications with respect to the subject matter of this Agreement. This Agreement may only be changed as expressly provided herein or in a signed, separate written agreement executed by the parties hereto.

13.19 Changes to this Agreement. Except to the extent prohibited by applicable Laws, EPCA may change the terms and conditions of this Agreement (including the terms and conditions upon which you or EPCA may terminate this Agreement): (a) in connection with a release of an Update or Upgrade to the Software; (b) upon a change in applicable Laws; or (c) upon renewal of your Subscription, in each case, by providing notice of such change to the Agreement terms at least sixty (60) days prior to the change going into effect unless otherwise required by law. The foregoing changes will apply to all Agreements that are active as of the change being made or Subscriptions that are purchased thereafter. Notice provided under this Section will be made by any reasonable means, which may include posting a revised version of this Agreement through the Software or providing notice in accordance with Section 13.9. Your continued access to or use of the Software after any change to this Agreement goes into effect will constitute your acceptance of such change. If you do not wish to be subject to the revised terms of this Agreement, you may terminate your Subscription and this Agreement in accordance with Section 12. Changes to this Agreement or your Subscription terms will not apply to any dispute

between you and EPCA arising prior to the date on which the changes went into effect. The “*Last Updated*” legend above indicates when this Agreement was last changed.

Last Updated: February 5, 2025

Acceptable Use Policy

You and Authorised Users may not:

- (a) Post, transmit or otherwise make available through or in connection with the Software any materials that are or may be: (i) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (ii) defamatory, libellous, fraudulent or otherwise tortious; (iii) obscene, indecent, pornographic or otherwise objectionable; or (iv) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- (b) Post, transmit or otherwise make available through or in connection with the Software any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- (c) Use the Software for any purpose that is fraudulent or otherwise tortious or unlawful.
- (d) Attempt to gain unauthorised access to the Software.
- (e) Perform penetration, vulnerability, load or similar test of the Software without EPCA's prior written approval. In any event, all results of any such tests (whether or not such test was approved in advance) must be provided to EPCA and constitute EPCA Confidential Information. Notwithstanding anything in the Agreement or this Appendix to the contrary, such test results cannot be provided to any third party without EPCA's prior written approval.
- (f) Harvest or collect information about other users of the Software (other than your Authorised Users).
- (g) Interfere with or disrupt the operation of the Software or the servers or networks used to make the Software available, including by hacking or defacing any portion of the Software or violating any requirement, procedure or policy of such servers or networks.
- (h) Restrict or inhibit any other person from using the Software.
- (i) Except as expressly authorised herein, reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Software, without EPCA's express prior written consent (e.g., with respect to the consumption of the APIs).
- (j) Reverse engineer, decompile or disassemble any portion of the Software, except to the extent such restriction is expressly prohibited by applicable Laws.
- (k) Remove any copyright, trademark or other proprietary rights notice from the Software.
- (l) Frame or mirror any portion of the Software, or otherwise incorporate any portion of the Software into any product or service, without EPCA's express prior written consent.
- (m) Except as expressly authorised herein, systematically download and store Software Information.

(n) Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine", or otherwise gather the Software content, or reproduce or circumvent the navigational structure or presentation of the Software, without EPCA's express prior written consent.

(o) Use or access the Software in order to develop a product or service that serves the same or a similar purpose or otherwise is competitive with the Software.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed for you to access or use the Software.